

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS

ANANDA CAMARGO CHAVEZ,
Plaintiff,

v.

REBUILT BROKERAGE LLC d/b/a
REBUILT REALTY AND REBUILT
OFFERS LLC
Defendant.

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Case No. 1:24-cv-504-RP

REBUILT BROKERAGE LLC'S ANSWER

COMES NOW, Defendant Rebuilt Brokerage LLC d/b/a Rebuilt Realty ("RB") and files this Answer to Plaintiff's Complaint as follows:

INTRODUCTION

1. RB denies Paragraph 1 as an incomplete and/or inaccurate statement of law.
2. RB denies Paragraph 2 as an incomplete and/or inaccurate statement of law.
3. RB admits Plaintiff brings this action pursuant to the Telephone Consumer Protection Act, 47 U.S.C. § 277 *et seq.* (the "TCPA"). RB denies it violated any provisions of the TCPA, denies a class is appropriate, and denies Plaintiff is entitled to any relief or damages.
4. RB admits Plaintiff brings this action as a proposed class action. RB denies a class is appropriate in this action.

PARTIES

5. RB lacks knowledge or information sufficient to admit or deny Paragraph 5.
6. RB admits RB is a licensed real estate broker. RB denies the remainder of Paragraph 6.
7. RB denies Paragraph 7.

JURISDICTION AND VENUE

8. RB lacks knowledge or information sufficient to admit or deny Paragraph 8.

9. RB lacks knowledge or information sufficient to admit or deny Paragraph 9.
10. RB lacks knowledge or information sufficient to admit or deny Paragraph 10.

FACTS

11. RB lacks knowledge or information sufficient to admit or deny Paragraph 11.
12. RB denies Paragraph 12 as an incomplete and/or inaccurate statement of law.
13. RB denies Paragraph 13 as an incomplete and/or inaccurate statement of law.
14. RB denies Paragraph 14 as an incomplete and/or inaccurate statement of law.
15. RB denies Paragraph 15 as an incomplete and/or inaccurate statement of law.
16. RB lacks knowledge or information sufficient to admit or deny Paragraph 16.
17. RB lacks knowledge or information sufficient to admit or deny Paragraph 17.
18. RB lacks knowledge or information sufficient to admit or deny Paragraph 18.
19. RB lacks knowledge or information sufficient to admit or deny Paragraph 19.
20. RB lacks knowledge or information sufficient to admit or deny Paragraph 20.
21. RB lacks knowledge or information sufficient to admit or deny Paragraph 21.
22. RB lacks knowledge or information sufficient to admit or deny Paragraph 22.
23. RB lacks knowledge or information sufficient to admit or deny Paragraph 23.
24. RB lacks knowledge or information sufficient to admit or deny Paragraph 24.
25. RB lacks knowledge or information sufficient to admit or deny Paragraph 25.
26. RB lacks knowledge or information sufficient to admit or deny Paragraph 26.
27. RB denies Paragraph 27.
28. RB lacks knowledge or information sufficient to admit or deny Paragraph 28.
29. RB lacks knowledge or information sufficient to admit or deny Paragraph 29.
30. RB denies Paragraph 30 as an incomplete and/or inaccurate statement of law.

- 31. RB lacks knowledge or information sufficient to admit or deny Paragraph 31.
- 32. RB lacks knowledge or information sufficient to admit or deny Paragraph 32.
- 33. RB lacks knowledge or information sufficient to admit or deny Paragraph 33.
- 34. RB lacks knowledge or information sufficient to admit or deny Paragraph 34.
- 35. RB lacks knowledge or information sufficient to admit or deny Paragraph 35.
- 36. RB lacks knowledge or information sufficient to admit or deny Paragraph 36.
- 37. RB denies Paragraph 37.

CLASS ACTION ALLEGATIONS

- 38. RB admits Plaintiff brings this case as a proposed class action. RB denies a class is appropriate in this action and denies the remainder of Paragraph 38.
- 39. RB denies Paragraph 39 and denies a class is appropriate in this action.
- 40. RB denies Paragraph 40 and denies a class is appropriate in this action.
- 41. RB denies Paragraph 41 and denies a class is appropriate in this action.
- 42. RB denies Paragraph 42 and denies a class is appropriate in this action.
- 43. RB denies Paragraph 43 and denies a class is appropriate in this action.
- 44. RB denies Paragraph 44 and denies a class is appropriate in this action.
- 45. RB denies Paragraph 45 and denies a class is appropriate in this action.
- 46. RB denies Paragraph 46 and denies a class is appropriate in this action.
- 47. RB denies Paragraph 47 and its subparts and denies a class is appropriate in this action.
- 48. RB denies Paragraph 48 and denies a class is appropriate in this action.
- 49. RB denies Paragraph 49 and denies a class is appropriate in this action.
- 50. RB denies Paragraph 50 and denies a class is appropriate in this action.
- 51. RB denies Paragraph 51 and denies a class is appropriate in this action.

52. RB denies Paragraph 52 and denies a class is appropriate in this action.

FIRST CAUSE OF ACTION

53. RB reincorporates the preceding paragraphs as if fully set out herein.

54. RB denies Paragraph 54.

55. RB denies Paragraph 55.

56. RB denies Paragraph 56.

57. RB denies Paragraph 57.

PRAYER FOR RELIEF

58. RB denies Plaintiff's Prayer for Relief and its subparts, denies a class is appropriate, and denies Plaintiff is entitled to any relief or damages.

DEMAND FOR JURY

59. RB admits Plaintiff seeks a trial by jury in this matter.

AFFIRMATIVE DEFENSES

60. Plaintiffs' damages, if any, are the result of the actions of third parties over whom Defendant has no control.

61. Plaintiffs' damages, if any, were pre-existing damages not caused by Defendant.

62. Plaintiffs have failed to mitigate damages, if any.

63. Plaintiffs proximately caused their own damages, if any.

64. Plaintiffs' claims in whole or in part are barred by the appropriate statute of limitations.

65. Calls made to Plaintiff and/or any potential class members were made with express written consent.

66. Plaintiff and/or any potential class members are subject to binding class action waivers and/or arbitration agreements.

WHEREFORE, PREMISES CONSIDERED, Defendant Rebuilt Brokerage LLC d/b/a Rebuilt Realty respectfully prays that Plaintiffs take nothing herein, that Defendant be dismissed with their costs, and all other and further relief, at law or in equity, to which Defendant may be justly entitled.

Respectfully submitted,

**MARTIN GOLDEN LYONS
WATTS MORGAN PLLC**

/s/ Xerxes Martin

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***COUNSEL FOR DEFENDANT
REBUILT BROKERAGE LLC***

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been forwarded via CM/ECF system to all parties entitled to notice of the same on this 21st day of June, 2024.

/s/ Xerxes Martin

EUGENE XERXES MARTIN, IV